

REQUEST FOR (THIS IS NOT AN ORDER)		THIS RFQ[X] IS [] IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 84 PAGES	
1. REQUEST NO. DACW37-02-Q-0026	2. DATE ISSUED 12-Apr-2002	3. REQUISITION/PURCHASE REQUEST NO. W81G67-2094-5900	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY CONTRACTING DIVISION USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638			6. DELIVER BY <i>(Date)</i> 15-Jun-2002			
5b. FOR INFORMATION CALL <i>(Name and Telephone no.) (No collect calls)</i> SUELLEN W BUELOW 651-290-5418			7. DELIVERY [X] FOB [] OTHER DESTINATION <i>(See Schedule)</i>			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION <i>(Consignee and address, including ZIP Code)</i> LOGISTICS MANAGEMENT OFF DAVE DEPOINT / CHIEF USACE - ST PAUL 190 5TH STREET E ST PAUL MN 55101-1638 Phone: 651-290-5222 FAX: 651-290-5746			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: <i>(Date)</i> 22-Apr-2002						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE <i>(Include applicable Federal, State, and local)</i>						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS No. (%)	
NOTE: Additional provisions and representations [] are [] are not attached.						
13. NAME AND ADDRESS OF QUOTER <i>(Street, City, County, State, and ZIP Code)</i>			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		TELEPHONE NO. <i>(Include area code)</i>	

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1.00	Lump Sum		
	EGF CONST DEMO - EAGLES CLUB				
				_____.	_____.

BID NOTES

All work shall be in accordance with the attached "Section 02720 Demolition", "Supplemental Instructions/Specifications" DACW37-02-Q-0026 and Wage Decision MN020061.

The contractor selected for the award must be registered on the Department of Defense Central Contractor Registration (CCR) prior to the issuance of the contract award.

All contractors are highly encouraged to inspect each of the demolition sites prior to the submission of a quote.

Note: This is a 100% HubZone set-aside. Note clause 52.219-3 Notice of Total HUBZone Set-aside (Jan 1999).

Anyone requesting a site visit, contact the following person during normal duty hours:

Virginia Regorrah
U.S. Army Corp of Engineers
Western Area Office
201 North 3rd Street
Grand Forks, ND 58203
Phone: (701) 772-8292

Quotes are due to the address shown in block 5a of this Form 18 no later than COB April 22, 2002.

Evaluation of Offers:

1. Award will be an "All or None" basis.
2. The Government intends to issue a purchase order to the responsible quoter with the lowest total price.
3. Unbalanced Quotes – The Government may reject any quote that is materially unbalanced between contract line item numbers or sub-items on the pricing schedule. A quote is materially unbalanced when it is based on prices which are significantly less than the cost for some work and prices which are overstated, in relation to cost, for other work. A materially unbalanced quote may be rejected if the Contracting Officer has a reasonable doubt as to whether the quote will result in the lowest overall cost to the Government even though it may be the low evaluated quote. Additionally, a quote that is so unbalanced as to be tantamount to an advanced payment will be rejected even if acceptance of the quote would result in the lowest overall cost to the Government

WAGE RATES

General Decision Number MN020061

General Decision Number MN020061 Superseded General Decision No. MN010061

State: Minnesota

Construction Type:

HEAVY

SEWER AND WATER LINE

TREATMENT PLANT

County(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

TREATMENT PLANTS, HEAVY, SEWER & WATER LINES

Modification Number Publication Date

0

03/01/2002

COUNTY(ies):

ANOKA	HENNEPIN	SCOTT
BENTON	HOUSTON	SHERBURNE
CARVER	ISANTI	ST LOUIS
CHISAGO	OLMSTED	STEARNS
CLAY	POLK	WASHINGTON
DAKOTA	RAMSEY	WRIGHT

ASBE0034G 06/01/2001

Rates

Fringes

ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON,
ISANTI, OLSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON &
WRIGHT COUNTIES

INSULATOR/ASBESTOS WORKERS (Includes

application of all insulating
materials, protective coverings,
coatings & finishings to all types
of mechanical systems)

28.09

11.49

ASBE0049G 06/01/2001

Rates

Fringes

ST. LOUIS COUNTY:

ASBESTOS WORKERS/INSULATORS (Includes

application of all insulating
materials, protective coverings,
coatings & finishings to all types
of mechanical systems)

28.35

7.21

ASBE0133C 07/01/2000

Rates

Fringes

CLAY & POLK COUNTIES:

ASBESTOS WORKERS/INSULATORS (Includes

application of all insulating
materials, protective coverings,
coatings & finishings to all types
of mechanical systems)

20.58

6.85

ASBE0205K	05/01/1998	
	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)		
	18.21	3.30

BOIL0647E	10/01/1999	
	Rates	Fringes
BOILERMAKERS	23.35	9.71

BRMN0001Z	05/01/2001	
	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (City of Elk River), WASHINGTON & WRIGHT COUNTIES:		
BRICKLAYERS & STONEMASONS	27.37	8.09

BRMN0003E	05/01/2001	
	Rates	Fringes
ST. LOUIS (South of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:		
BRICKLAYERS	24.93	9.41

BRMN0003F	06/01/2000	
	Rates	Fringes
ST. LOUIS COUNTY (S. of a line between Townships 54 & 55 ((2 miles north of Cotton)):		
MARBLE SETTERS & TILE SETTERS	23.12	3.57

BRMN0007C	05/01/1998	
	Rates	Fringes
HOUSTON COUNTY:		
BRICKLAYERS; BLOCKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS		
	19.43	3.80

BRMN0008I	09/01/1998	
	Rates	Fringes
OLMSTED COUNTY:		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS		
	22.08	3.80

BRMN0008J	10/01/1998	
	Rates	Fringes
OLMSTED COUNTY:		
TILE SETTERS	19.70	

BRMN0012C	09/04/2000	
	Rates	Fringes
POLK COUNTY:		
BRICKLAYERS	25.03	6.17

BRMN0015H	09/04/2000		
		Rates	Fringes
CLAY COUNTY:			
BRICKLAYERS		25.03	6.17
BRMN0015I	09/04/2000		
		Rates	Fringes
CLAY COUNTY:			
CEMENT MASONS		24.63	6.17
BRMN0016C	05/01/2000		
		Rates	Fringes
ST. LOUIS (North of a line between Townships #54 & #55, 2 miles north of Cotton) COUNTY:			
BRICKLAYERS		23.26	9.23
BRMN1000A	05/01/2000		
		Rates	Fringes
BENTON, SHERBURNE (Excluding city of Elk River) & STEARNS COUNTIES:			
BRICKLAYERS; BLOCKLAYERS & STONEMASONS		22.78	8.06
BRMN1000B	05/01/2000		
		Rates	Fringes
BENTON COUNTY:			
CEMENT MASONS (Treatment Plants)		22.29	7.96
STEARNS COUNTY:			
CEMENT MASONS & PLASTERERS (Treatment Plants)		22.29	7.96
BRMN1000C	05/01/2001		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, POLK, RAMSEY, SCOTT, SHERBURNE, ST. LOUIS (Excluding Duluth and south of Township Line 55), STEARNS, WASHINGTON & WRIGHT COUNTIES:			
TILE SETTERS		25.99	8.95
BRMN1000D	05/01/1999		
		Rates	Fringes
MARBLE SETTERS' FINISHERS & TILE SETTERS' FINISHERS		20.59	5.95
BRMN1000E	05/01/2000		
		Rates	Fringes
ALL COUNTIES, EXCEPT the city of Duluth in ST. LOUIS COUNTY:			
MARBLE SETTERS		25.08	7.96
BRMN1000J	05/01/2000		
		Rates	Fringes
TERRAZZO WORKERS		26.21	6.85
TERRAZZO BASE MACHINES		24.58	7.96
FLOOR MECHANICS; TERRAZZO WORKERS' FINISHERS		24.25	7.96

CARP0190I	05/01/1997		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:			
LATHERS		22.45	7.04

CARP0190L	06/01/2000		
		Rates	Fringes
HOUSTON AND OLMSTED COUNTIES			
LATHERS		24.09	4.04

CARP0361G	05/01/2001		
		Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:			
CARPENTERS (Treatment Plants)		20.54	9.91

CARP0361J	05/01/2001		
		Rates	Fringes
POLK & ST. LOUIS COUNTIES			
LATHERS		20.82	9.91

CARP0361M	05/01/2001		
		Rates	Fringes
ST. LOUIS (Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne, Prasit, Shaw & Taft) COUNTY:			
SOFT FLOOR LAYERS		19.73	9.91

CARP0548F	05/01/2000		
		Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY (Moorhead & up to 5 miles radius), DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, POLK (East Grand Forks & up to 5 miles radius), RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:			
MILLWRIGHTS (Treatment Plants)		26.24	7.58

CARP0596D	06/01/1999		
		Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (E. of Hwy #169, inclu. Zimmerman, Big Lake & Elk River), WASHINGTON & WRIGHT (S. of Hwy #12, inclu. Cokato, Buffalo & Monticello) COUNTIES:			
SOFT FLOOR LAYERS		21.73	8.32

CARP0596I	05/01/1997		
		Rates	Fringes
TERRAZZO WORKERS FINISHERS			
		22.69	5.47

CARP0606G	05/01/2000		
		Rates	Fringes
ST. LOUIS COUNTY (Excluding Alborn, Arnold, Bartlett, Birch, Brookstone, Canyon, Clinton, Culver, Duluth, Floodwood, Gowan, Island, Kelsey, Lakewood, Meadowlands, Munger, Palmers, Payne,			

Prasit, Shaw & Taft):		
CARPENTERS; PILEDRIVERMEN & SOFT		
FLOOR LAYERS (Treatment Plants)	18.44	9.02

CARP0606I 05/01/2000		
	Rates	Fringes
POLK COUNTY (Excluding East Grand Forks and an area 5 miles outside city limits):		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	15.53	6.87

CARP0930F 05/01/1998		
	Rates	Fringes
CLAY COUNTY (Except Moorhead):		
CARPENTERS (Treatment Plants)	10.86	4.70

CARP1176B 06/01/1998		
	Rates	Fringes
CLAY COUNTY (City of Moorhead & a radius of 5 miles NE & South of the city limits) & POLK COUNTY (East Grand Forks & an area 5 miles outside city limits):		
CARPENTERS (Treatment Plants - Does not include Acoustical or Drywall Mechanics)	16.75	3.05
PILEDRIVERMEN (Treatment Plants)	18.75	3.05

CARP1348C 05/01/2000		
	Rates	Fringes
CLAY (Excluding Moorhead & up to 5 miles radius), POLK (Excluding East Grand Forks & up to 5 miles radius) & ST. LOUIS COUNTIES:		
MILLWRIGHTS (Treatment Plants)	21.66	10.29

CARP1382D 06/01/2001		
	Rates	Fringes
HOUSTON COUNTY:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	18.52	6.03
OLMSTED COUNTY:		
CARPENTERS & PILEDRIVERMEN (Treatment Plants)	22.78	6.03

CARP9900M 05/01/2001		
	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (Excluding St. Cloud & extending 5 miles beyond the city limits of St. Cloud), WASHINGTON & WRIGHT COUNTIES:		
CARPENTERS; INSULATORS; & PILEDRIVERMEN (Treatment Plants)	27.06	7.63

CARP9900N 05/01/2000		
	Rates	Fringes
CARPENTERS & PILEDRIVERMEN (Heavy, Sewer & Water Lines):		
AREA 1	22.77	8.50
AREA 2	20.29	7.53
AREA 3	17.22	9.02
AREA 4	19.84	7.53
AREA 5	21.05	9.02

AREA 6	21.09	8.98
AREA 7	21.49	8.98
AREA 1 - ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE (South of the northern boundary of T. 33-N and east of the western boundary of R. 27-W), WASHINGTON & WRIGHT (East of & Including Minnesota Highway #25) COUNTIES		
AREA 2 - BENTON, SHERBURNE (NW three-fourths, Including Clear Lake & Becker), STEARNS & WRIGHT (NW Part, including South Haven & Maple Lake) COUNTIES		
AREA 3 - CLAY & POLK COUNTIES		
AREA 4 - HOUSTON & OLMSTED COUNTIES		
AREA 5 - ST. LOUIS COUNTY (Northeast two-thirds, Including Cook, Cusson & Ely & Western Strip, Including Chisholm, Orr & Greaney)		
AREA 6 - ST. LOUIS COUNTY (Southern one-third, Including Fond Du Lac, Floodwood, Cotton & Proctor)		
AREA 7 - ST. LOUIS COUNTY (Duluth)		

CARP9900Q 05/01/2001

	Rates	Fringes
BENTON, SHERBURNE (Extreme NW portion, Including St. Cloud & extending 5 miles beyond the city limits of St. Cloud) & STEARNS COUNTIES:		
CARPENTERS & PILEDRIVERMEN		
(Treatment Plants)	19.91	6.63

ELEC0110K 05/01/2001

	Rates	Fringes
ANOKA (Except Anoka & Fridley Townships & the cities of Andover, Anoka, Columbia Heights, Coon Rapids, Fridley, Hilltop, Ramsey & Spring Lake Park), CHISAGO, DAKOTA, ISANTI, RAMSEY, SHERBURNE (East of Becker & Santiago Townships) & WASHINGTON COUNTIES:		
ELECTRICIANS	28.28	13.19
CABLE SPLICERS	29.28	13.47

ELEC0110L 03/01/1998

	Rates	Fringes
SOUND, SIGNAL & COMMUNICATIONS WORK:		
Technician (Installation of		
Controller Only)	19.22	.58+a+b
Installer (Excluding Controller		
Work)	11.31	.34+a+b

FOOTNOTES:

a. 1 year's service - 5 days' paid vacation; 2 years' service - 10 days' paid vacation; 5 years' service - 12 days' paid vacation; 7 years' service - 14 days' paid vacation; 9 years' service - 16 days' paid vacation; 11 years' service - 18 days' paid vacation; 12 years' service - 20 days' paid vacation

b. 8 Paid Holidays: New Year's Day; Memorial Day; 4th of July; Labor Day; Thanksgiving Day; Day After Thanksgiving; the normal work day preceding Christmas Day; & Christmas Day

ELEC0160D 04/01/2001

	Rates	Fringes
LINE CONSTRUCTION:		

Lineman; Cable Splicer; Dynamiter;		
Special Equipment Operator; &		
Technician	26.71	9.51
Equipment Operator	22.97	8.47
Groundman/Truck Driver; & Pole		
Treating Truck Driver	18.70	7.29
LINE CLEARANCE:		
Tree Trimmer; Tractor Operator	18.44	7.22
Groundman/Truck Driver	12.91	5.68
Groundman	11.99	5.43

ELEC0242G 06/01/2001		
	Rates	Fringes
ST. LOUIS COUNTY (South part bounded on the north by the north		
line of Kelsey Township extended east & west):		
ELECTRICIANS	28.87	9.53

ELEC0292F 05/01/2000		
	Rates	Fringes
AREA 1: ANOKA (Andover, Anoka, Columbia Heights, Coon Rapids,		
Fridley, Hilltop, Ramsey, Spring Lake Park), BENTON AND SHERBURNE		
COUNTIES (East of Hwy 25 to Hwy 10 and an imaginary line straight		
West to the Mississippi River), CARVER, HENNEPIN, SCOTT, AND WRIGHT		
COUNTIES		
ELECTRICIANS:		
Electricians	27.50	12.18
Cable Splicers	28.50	12.62
AREA 2: BENTON AND SHERBURNE COUNTIES (West of Hwy 25 to Hwy 10		
and an imaginary line straight West to the Mississippi River),		
AND STEARNS COUNTY		
ELECTRICAL CONTRACTS OVER \$300,000:		
Electricians	23.80	10.97
Cable Splicers	24.80	11.43
ELECTRICAL CONTRACTS UNDER \$300,000:		
Electricians	20.92	9.64
Cable Splicers	21.92	10.11

ELEC0294I 06/01/2001		
	Rates	Fringes
ST. LOUIS COUNTY (North part bounded on the south by the south		
line of Ellsburg Township, extended east & west)		
ELECTRICIANS	25.80	10.45
CABLE SPLICERS	26.35	10.67

ELEC0343N 06/01/2001		
	Rates	Fringes
OLMSTED COUNTY (City of Rochester & 10 mile radius):		
Electricians	22.99	9.12
Cable Splicers	23.99	9.26
HOUSTON & OLMSTED (Excluding City of Rochester & 10 mile		
radius) COUNTIES:		
ELECTRICAL INSTALLATIONS OVER \$300,000.00:		
Electricians	22.99	9.12
Cable Splicers	23.99	9.26
ELECTRICAL INSTALLATIONS UNDER \$300,000.00:		
Electricians	20.24	8.75
Cable Splicers	21.24	8.89

ELEC1426J	06/01/1998		
		Rates	Fringes
CLAY & POLK COUNTIES:			
ELECTRICIANS:			
Electricians		14.70	4.64
Cable Splicers		15.45	4.73

ENGI0049Y	05/01/2001		
		Rates	Fringes
POWER EQUIPMENT OPERATORS (Treatment Plants):			
GROUP 1		28.99	7.55
GROUP 2		28.65	7.55
GROUP 3		27.24	7.55
GROUP 4		26.90	7.55
GROUP 5		26.73	7.55
GROUP 6		25.22	7.55
GROUP 7		24.10	7.55
GROUP 8		22.09	7.55
POWER EQUIPMENT OPERATOR CLASSIFICATIONS			
GROUP 1 - Helicopter Operator; Truck & Crawler Crane with 200' of Boom & Over, including Jib (\$.50 premium with 300' of Boom & over, including jib); & Tower Crane 250' & Over			
GROUP 2 - Truck & Crawler Crane with 150' of Boom, up to but not including 200' of Boom, including Jib; & Tower Crane 200' & Over, Concrete Pump 164 ft Boom.			
GROUP 3 - Traveling Tower Crane; Master Mechanic; Pile Driving Operator (when 3 drums are used); Truck & Crawler Crane, up to but not including 150' of Boom, including Jib; Derrick (Guy & Stiffleg); Tower Crane (Stationary) up to 200'; & All Terrain Vehicle Crane, Boom Truck over 100 ft.			
GROUP 4 - Crawler Backhoe; Hoist Engineer (3 drums or more); Locomotive Operator; Overhead Crane Operator (inside building perimeter); & Tractor Operator with Boom			
GROUP 5 - Air Compressor Operator 450 CFM or Over (2 or more machines); Pump Operator and/or Conveyor Operator (2 or more machines); Mechanic; Pumpcrete or Complaco type Machine Operator; Forklift; Boom Truck up to 100 ft; Concrete Mixer Operator; Drill Rig - Heavy Rotary or Churn when used for Caisson Drilling for Elevator Cylinder or Building Construction; Front End Loader (Over 1 cu. yd.); Hoist Engineer (1 or 2 drums); Straddle Carrier Operator; Power Plant Engineer (100 KW & over on multiples equal to 100KW & over); Tractor Operator over D2; & Well Point Pump Op.			
GROUP 6 - Concrete Batch Plant Operator; Guniting Operator; Tractor Operator D2 or similar size; & Front End Loader Operator, up to 1 cu. yd.			
GROUP 7 - Air Compressor Operator 600 CFM or Over; Pump and/or Conveyor Operator; Brakeman; Pick-up Sweeper (1 cu. yd. & over Hopper capacity); Truck Crane Oiler; & Welding Machine Operator, Fireman temporary heat.			
GROUP 8 - Mechanical Space Heater (Temporary Heat); Oiler or Greaser; & Elevator Operator			

ENGI0049Z	05/01/2001		
		Rates	Fringes
POWER EQUIPMENT OPERATORS (Heavy, Sewer & Water Lines):			

ANOKA, CARVER, CHISAGO (S. of the northern boundary of T. 34-N & that part consisting substantially of the cities of Thomson, Cloquet, Scanlon & Carlton), DAKOTA, HENNEPIN, RAMSEY, SCOTT, SHERBURNE (S. of the northern boundary of T. 33-N & E. of the western boundary of R. 27-W), ST. LOUIS, WASHINGTON & WRIGHT (E. of & inclu. Hwy #25) COUNTIES:

GROUP 1	25.57	7.55
GROUP 2	25.02	7.55
GROUP 3	24.84	7.55
GROUP 4	24.72	7.55
GROUP 5	21.68	7.55
GROUP 6	20.47	7.55

BENTON (E. of the western right-of-way of U.S. Hwy #10), CHISAGO (Exclu. area S. of the northern boundary of T. 34-N), HOUSTON, ISANTI, OLMSTED, SHERBURNE (Excluding area S. of the northern boundary of T. 33-N and E. of the western boundary of R. 27-W), STEARNS (E. of the western right-of-way of Minn. Hwy #15) & WRIGHT (Exclu. area E. of Hwy #25) COUNTIES:

GROUP 1	23.61	7.55
GROUP 2	23.16	7.55
GROUP 3	22.99	7.55
GROUP 4	22.86	7.55
GROUP 5	20.29	7.55
GROUP 6	19.42	7.55

BENTON (Excluding E. of the western right-of-way of U.S. Hwy #10), CLAY, POLK & STEARNS (Excluding area E. of the Western right-of-way of Minn. Hwy #15) COUNTIES:

GROUP 1	21.45	7.55
GROUP 2	20.52	7.55
GROUP 3	20.32	7.55
GROUP 4	20.21	7.55
GROUP 5	18.50	7.55
GROUP 6	17.90	7.55

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1 - Helicopter Pilot; *Crane with over 135' Boom, excluding Jib; Dragline, Crawler, Hydraulic Backhoe and/or other similar equipment with Shovel-type Controls 3 cu. yds. & over Mfg. rated Cap.; & Pile Driving when 3 Drums are in use

GROUP 2 - Cableway; Concrete Mixer, Stationary Plant over 34E; Derrick (Guy or Stiffleg) (Power) (Skids or Stationary); Diver Dragline, Crawler, Hydraulic Backhoe and/or similar equipment with Shovel-type Controls, up to 3 cu. yds. Mfg. rated cap.; Dredge or Engineers, Dredge (Power) & Engineer; Front End Loader, 5 cu. yds. & over; Grader or Motor Patrol, Finishing Earthwork & Bituminous; Locomotive Crane; Master Mechanic; Mixer (Paving) Concrete Paving, Road; Mole, including Power Supply; Mucking Machine, including Mucking Operations, Conway or similar type; Piledriving; Refrigeration Plant Engineer; Tandem Scraper; Tractor - Boom type; Truck Crane - Crawler Crane; & Tugboat 100 HP & over

GROUP 3 - Dual Tractor; Elevating Grader; Pumpcrete; Scraper - Struck Cap. 32 cu. yds. & over; & Self-propelled Traveling Soil Stabilizer

GROUP 4 - Air Track Rock Drill; Articulated Hauler Terex, Caterpillar or similar type; Asphalt Bituminous Stabilizer Plant; Automatic Road Machine (CMI or similar); Backfiller; Bituminous Roller (8 Tons & over); Bituminous Spreader &

Finishing (Power); Boom Truck (Power operated Boom); Brokk or R.T.C. 750 Remote Control or Similar types with all attachments; Cat & Scraper; Cat Tractor with Rock Wagons or similar types; Challenger 75-D or 85-D when pulling Scraper or Bulldozer; Chip Harvester & Tree Cutter over 150 HP; Concrete Batch Plant; Concrete Mixer on jobsite over 14S; Concrete Mobile; Crushing Plant (Gravel & Stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine (Pipeline); Drill Rigs, Heavy Rotary or Churn or Cable Drill; Fork Lift or Straddle Carrier; Fork Lift or Lumber Stacker; Front End Loader, over 1 cu. yd.; Hoist Engineer (Power); Hydraulic Tree Planter; Launcherman (Tankerman or Pilot License); Lead Greaser; Locomotive; Mechanic; Milling, Grinding & Planing Machine; Morbark Tub Grinder or Similar Type; Multiple Machines, such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine (Power Driven) Mighty Mite or similar type; Pickup Sweeper, 1 cu. yd. & over Hopper Cap.; Pipeline Wrapping, Cleaning or Bending Machine; Power Plant Engineer, 100 K.W.H. & over; Power Actuated Horizontal Boring Machine, over 6"; Pugmill; Rubber-tired Farm Tractor, Backhoe Attach.; Scraper, up to 32 cu. yds.; Skid Steer Loader, over 1 cu. yd. with Backhoe Attachment; Slip Form (Power Driven) (Paving); Tie Tamper & Ballast Machine; Tractor, Bulldozer; Tractor Operator, over 50 HP with Power Take-off; Trenching Machine (Sewer, Water, Gas); Well Point Installation; & Dismantling or Repair Mechanic
 GROUP 5 - Air Compressor, 600 CFM or over; Bituminous Roller (Under 8 tons); Bituminous Rubber-tired Roller; Bituminous Spreader & Bituminous Finishing Machine Tender (Power); Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, & Spray; Concrete Saw (Multiple Blade) (Power Operated); Form Trench Digger (Power); Front End Loader, up to & incl. 1 cu. yd.; Grader (Motor Patrol); Gunit Gunall; Hydraulic Log Splitter; Loader (Barber Greene or similar type); Payhauler or similar type; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with Blade - 200 HP & over; Shouldering Machine (Power) Apsco or similar type inclu. self-propelled Sand & Chip Spreader; Stump Chipper & Tree Chipper; Tractor Operator, Bulldozer, 50 HP or less; & Tree Farmer (Machine)
 GROUP 6 - Challenger 75-D or 85-D when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fireman or Tank Car Heater; Gravel Screening Plant (Portable not Crushing or Washing); Greaser (Truck or Tractor); Leverman; Mechanic tender; Mechanic, Space Heater (Temporary Heat); Oiler (Power Shovel, Crane, Dragline); Power Sweeper; Roller on Gravel Compaction; Self-propelled Vibrating Packer (35 HP & over); Sheep Foot Roller; Tractor, Wheel Type (over 50 HP); & Truck Crane Oiler
 *CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
 CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:

TUNNELS, SHAFTS, ETC. - \$.25 PREMIUM
 UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM
LEVEL C - \$.60 PREMIUM

IRON0512M 07/01/2001		
	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES		
IRONWORKERS	28.45	10.79

IRON0563L 05/01/2001		
	Rates	Fringes
ST. LOUIS COUNTY:		
IRONWORKERS	23.13	11.85

IRON0793F 05/01/2001		
	Rates	Fringes
CLAY & POLK COUNTIES:		
IRONWORKERS	18.80	8.82

LABO0010J 05/01/2000		
	Rates	Fringes
LANDSCAPERS: Seeding, Sodding & Planting of evergreen & deciduous shrubs & trees	12.38	4.36

LABO0132I 01/01/2000		
	Rates	Fringes
ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON, ISANTI, OLMSTED, RAMSEY, SCOTT, SHERBURNE, STEARNS, WASHINGTON & WRIGHT COUNTIES:		
LABORERS, Asbestos Abatement	19.16	6.62

LABO0132M 05/14/2001		
	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES		
LABORERS (Treatment Plants):		
GROUP 1	24.48	5.70
GROUP 2	23.98	5.70
GROUP 3	25.48	5.70
FLAGPERSON	21.85	5.70
LABORERS CLASSIFICATIONS		
GROUP 1 - Construction; Carpenter Tender; Concrete; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Material Handler - Power Buggy; Rebar; Snow Blower Operator; Signal Person; Asbestos and Hazardous Waste Technician; Hydro Blast or Waterblast; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (Not including Patent" Scaffolding); Torchman - Gas, Electric, Thermal or similar device; & Remote Control Tamper		

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Guniting, Cement, Sandblasting; Pipelayer; Pipe Rehab Technical, including Cleaning, Cutting, Cameraing, etc.; Refractory Worker; Sheet Metal Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning
 GROUP 3 - Driller for Blasting purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

 LABO0132P 06/01/1999

	Rates	Fringes
ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
PLASTER TENDERS (Treatment Plants)	23.85	5.59

 LABO0405D 05/01/1999

	Rates	Fringes
HOUSTON COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	15.49	4.89
GROUP 2	16.19	4.89
FLAGPERSON	13.66	4.89
OLMSTED COUNTY:		
LABORERS (Treatment Plants):		
GROUP 1	16.94	4.89
GROUP 2	17.64	4.89
FLAGPERSON	15.06	4.89

LABORER CLASSIFICATIONS

GROUP 1 - Construction; General; Carpenter Tender; Concrete; Damp Proofer Below Grade; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Firewatch; Joist Handler; Material Handler - Power Buggy; Rebar; Signaller; Snow Blower Operator; Demolition & Wrecking, Including Remodeling; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Pipe Handler; Pneumatic & Electric Tool, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Swing Stage Line Scaffold (not including "Patent" Scaffolding); & Remote Control Tamper
 GROUP 2 - Pipe Rehab Technician, including Cleaning, Cutting, Cameraing, etc.; Caisson Work; Nozzle Operator - Guniting, Cement, Sandblasting; Pipelayer; Refractory Worker; Sheet Metal Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; Underpinning; Mason Tender; Mortar Mixer - Cement or any other substitute Material or Composition; Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

 LABO0563C 05/01/2001

	Rates	Fringes
BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:		
LABORERS (Treatment Plants):		
Total Construction Projects Over \$950,000:		
GROUP 1	18.02	6.72
GROUP 2	18.77	6.72
GROUP 3	19.02	6.72

FLAGPERSON	16.11	6.72
Total Construction Projects Under \$950,000:		
GROUP 1	16.27	6.72
GROUP 2	17.02	6.72
GROUP 3	17.27	6.72
FLAGPERSON	14.54	6.72

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Asbestos & Hazardous Waste Technician; Carpenter Tender; Chain Saw Operator; Concrete Saw, Drill Operator; Concrete Vibrator; Concrete; Damp Proofer Below Grade; Demolition & Remodeling, Excluding Demolition of an entire Structural System; Drill Runner Tender; Dump Person - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker-Corker; Hydro Blast or Waterblaster; Joist Handler; Mason Tender; Material Handler - Power Buggy; Mortar Mixer - Cement or any other Substitute material or Composition; Pipe Handler; Pneumatic & Electric Tools, Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator, etc.; Rebar; Remote Control Tamper; Signal Person; Snow Blower Operator; Swing Stage Line Scaffold (Not including "Patent" Scaffolding); Torchperson - Gas, Electric, Thermal or similar device

GROUP 2 - Caisson Work; Mounted Wall Saw Operator; Nozzle Operator - Gunite, Cement, Sandblasting; Pipelayer; Pipe Rehab Technician (Including Cleaning, Cutting, Cameraing, etc.); Refractory Worker; Sheeting Setter & Driver, Heavy Building Excavation; Underground Work - Open Ditch or Excavation 8' Below Grade; & Underpinning

GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or substitute products Tovel TR, Water, Gas, Gel, Bristar, Silent Dynamite, etc.

LABO0580B 04/19/1999

	Rates	Fringes
CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:		
LABORERS (Treatment Plants)	14.05	4.34

LABORER CLASSIFICATIONS

Common; Concrete Bucket; Power Tool Operator; Mortar Mixer; Brick & Plasterers' Tender; Jackhammer Work; Hod Carrier; Non-Metallic Pipe Layer; Gas Line Wrapping or Taping; Cutting Torch for Demolition; Sandblaster & Gunnite Pot Tender; & Hose Tender

LABO1091B 05/01/1998

	Rates	Fringes
ST. LOUIS COUNTY (South of T 55 N):		
LABORERS (Treatment Plants):		
GROUP 1	15.95	5.39
GROUP 2	16.10	5.39
GROUP 3	16.35	5.39
GROUP 4	16.65	5.39
FLAGPERSON	14.05	5.39

LABORER CLASSIFICATIONS

GROUP 1 - General; Carpenter Tender; Concrete Laborer; Damp Proofer Below Grade; Drill Runner Tender; Dumpman - Dirt, Asphalt, Concrete, Cement; Heater Tender; Hot Tar Caulker - Corker; Joist Handler; Rebar; Snow Blower Operator; Signalperson; Material Handler (All types Power Buggy); Fire

Control; Asbestos Removal; & Hazardous Waste
 GROUP 2 - Chain Saw Operator; Concrete Saw, Drill Operator;
 Concrete Vibrator; Demolition & Wrecking, Excluding
 Remodeling; Guniting, Sandblasting Machine Operator; Mason
 Tender; Mortar Mixer - Cement or any other substitute material
 or composition; Pipe Handler; Pneumatic & Electric Tools,
 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,
 etc.; Swing Stage Line Scaffold (not including "patent"
 scaffolding); Torchman - Gas, Electric, Thermal or similar
 device; & Hydroblast
 GROUP 3 - Caisson Work; Nozzle Operator - Guniting, Cement,
 Sandblasting; Pipelayer; Refractory Worker; Sheet Metal Setter &
 Driver, Heavy Building Excavation; Underground Work - Open
 Ditch or Excavation 8' Below Grade; Underpinning; & Hoist
 Carrier
 GROUP 4 - Driller for Blasting Purposes; Dynamite Blasters or
 substitute products Tovex TR, Water, Gas, Gel, Bristar, Silent
 Dynamite, etc.; Asbestos Abatement Worker; & Hazardous Waste
 Worker

LAB01091D	05/01/1999		
		Rates	Fringes
ST. LOUIS COUNTY (South of TR 55):			
LABORERS:			
Asbestos Abatement		18.16	6.80

LAB01097B	05/01/2001		
		Rates	Fringes
POLK COUNTY (Excluding the city limits of East Grand Forks):			
LABORERS (Treatment Plants):			
Projects Under \$760,000 including Mechanical & Electrical:			
GROUP 1		13.48	5.06
GROUP 2		13.67	5.06
GROUP 3		13.84	5.06
FLAGPERSON		11.88	5.06
Projects \$760,000 & Over, including Mechanical & Electrical:			
GROUP 1		15.68	5.06
GROUP 2		16.08	5.06
GROUP 3		16.28	5.06
FLAGPERSON		13.98	5.06

LABORER CLASSIFICATIONS

GROUP 1 - Construction; Carpenter Tender; Concrete; Damp
 Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete &
 Cement; Heater Tender; Hot Tar Caulker - Corker; Joist
 Handler; Material Handler - Power Buggy; Rebar; Signal Person;
 & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator;
 Demolition & Wrecking, Excluding Remodeling; Mason Tender;
 Mortar Mixer - Cement or Any Other Substitute Material or
 Composition; Pipe Handler; Pneumatic & Electric Tool,
 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,
 Etc.; Swing Stage Line Scaffold (Not including "Patent"
 Scaffolding); & Torch Person - Gas, Electric, Thermal or
 similar device; Scrapping, Sweeping & Clean-up; Skid Steer,
 Forklift (Incidental Use)

GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill
 Operator; Nozzle Operator - Guniting, Cement, Sandblasting;
 Pipelayer; Sheet Metal Setter & Driver, Heavy Building

Excavation; Underground Work - Open Ditch or Excavation 8'
Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or
Under Ground Floor without Conventional Floor Areas; Pipe-
0 Rehab Technician, including Cleaning, Cutting, Camering, etc.;
1 & Wall Mounted Saw Operator
2

3 GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or
4 substitute products; & Tovex TR, Water, Gas, Gel, Bristar,
5 Silent Dynamite, etc.
6 -----
7

8 LABO1097D 05/01/2001

9 Rates Fringes
0 ST. LOUIS COUNTY (North of T 55 N):
1

2 LABORERS (Treatment Plants):

3 GROUP 1	19.67	5.81
4 GROUP 2	20.07	5.81
5 GROUP 3	20.37	5.81
6 Flagperson	17.77	5.81
7 Refractory Worker	21.67	5.81

8
9 LABORERS CLASSIFICATIONS
0

1 GROUP 1 - Construction; Carpenter Tender; Concrete; Damp
2 Proofer Below Grade; Dump Person - Dirt, Asphalt, Concrete &
3 Cement; Heater Tender; Hot Tar Caulker - Corker; Joist
4 Handler; Material Handler - Power Buggy; Rebar; Signal Person;
5 & Snow Blower Operator; Chain Saw Operator; Concrete Vibrator;
6 Demolition & Wrecking, Excluding Remodeling; Mason Tender;
7 Mortar Mixer - Cement or Any Other Substitute Material or
8 Composition; Pipe Handler; Pneumatic & Electric Tool,
9 Jackhammer, Paving Buster, Chipping Hammer, Tamper Operator,
0 Etc.; Swing Stage Line Scaffold (Not including "Patent"
1 Scaffolding); & Torch Person - Gas, Electric, Thermal or
2 similar device; Scrapping, Sweeping & Clean-up; Skid Steer,
3 Forklift (Incidental Use)
4

5 GROUP 2 - Creosote Handler; Caisson Work; Concrete Saw Drill
6 Operator; Nozzle Operator - Guniting, Cement, Sandblasting;
7 Pipelayer; Sheet Piling Setter & Driver, Heavy Building
8 Excavation; Underground Work - Open Ditch or Excavation 8'
9 Below Grade; Underpinning; & High Pay/Low Pay - 40 ft. Over or
0 Under Ground Floor without Conventional Floor Areas; Pipe-
1 Rehab Technician, including Cleaning, Cutting, Camering, etc.;
2 & Wall Mounted Saw Operator
3

4 GROUP 3 - Driller for Blasting Purposes; Dynamite Blaster or
5 substitute products; & Tovex TR, Water, Gas, Gel, Bristar,
6 Silent Dynamite, etc.
7 -----
8

9 LABO1097G 05/01/1999

0 Rates Fringes

1 POLK COUNTY (Excluding the city limits of East Grand Forks);
2 & ST. LOUIS COUNTY (N. of TR 55, but excluding a 20-mile radius
3 of Grand Forks, North Dakota):

4
5 LABORERS:
6 Asbestos Abatement 18.16 6.80
7 -----
8
9 LABO99000 05/01/2000
0 Rates Fringes
1 LABORERS (Heavy, Sewer & Water Lines):
2
3 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,
4 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:
5
6 GROUP 1 20.74 5.56
7 GROUP 2 20.94 5.56
8 GROUP 3 21.09 5.56
9 GROUP 4 21.19 5.56
0 GROUP 5 21.44 5.56
1 GROUP 6 22.74 5.56
2 GROUP 7 17.04 5.31
3
4 BENTON & STEARNS COUNTIES:
5
6 GROUP 1 16.79 5.31
7 GROUP 2 16.99 5.31
8 GROUP 3 17.14 5.31
9 GROUP 4 17.24 5.31
0 GROUP 5 17.49 5.31
1 GROUP 6 18.79 5.31
2 GROUP 7 13.89 5.11
3
4 CLAY (Excluding City Limits of Moorhead) & POLK (Excluding City
5 Limits of East Grand Forks) COUNTIES:
6
7 GROUP 1 14.34 4.61
8 GROUP 2 14.54 4.61
9 GROUP 3 14.69 4.61
0 GROUP 4 14.79 4.61
1
2 GROUP 5 15.04 4.61
3 GROUP 6 16.34 4.61
4 GROUP 7 12.34 4.56
5
6 HOUSTON & OLMSTED COUNTIES:
7
8 GROUP 1 17.94 5.21
9 GROUP 2 18.14 5.21
0 GROUP 3 18.29 5.21
1 GROUP 4 18.39 5.21
2 GROUP 5 18.64 5.21
3 GROUP 6 19.94 5.21
4 GROUP 7 15.04 5.01
5
6 ST. LOUIS COUNTY (South of T. 55 N):
7
8 GROUP 1 19.87 5.56
9 GROUP 2 20.07 5.56
0 GROUP 3 20.22 5.56

1	GROUP 4	20.32	5.56
2	GROUP 5	20.57	5.56
3	GROUP 6	21.87	5.56
4	GROUP 7	16.32	5.31

5

6 ST. LOUIS COUNTY (North of T. 55 N):

7

8	GROUP 1	19.47	5.96
9	GROUP 2	19.67	5.96
0	GROUP 3	19.82	5.96
1	GROUP 4	19.92	5.96
2	GROUP 5	20.17	5.96
3	GROUP 6	21.47	5.96
4	GROUP 7	16.32	5.31

5

6 LABORER CLASSIFICATIONS

7

8 GROUP 1 - Construction; Bituminous Batchperson (Stationary
 9 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,
 0 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement
 1 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete
 2 Batchperson; Concrete Handler, Caisson, Footings, Columns,
 3 Piling, Slabs, etc.; Concrete Longitudinal Float Operator
 4 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &
 5 Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer
 6 Below Grade; Demolition of an entire Structural System,
 7 Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt,
 8 Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade
 9 Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster;
 0 Joint Filler (Concrete Pavement); Kettleperson (Bituminous or
 1 Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler;
 2 Pipelayer (\$1.00 Premium); Power Buggy Operator; Pump Operator
 3 (Less than 6"); Reinforced Steel Laborer; Reinforced Steel
 4 Setter (Paving); Retaining Wall Installation; Sand Cushion
 5 Bedmaker; Service Connection Maker (Water, Gas); Signalperson;
 6 Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier &
 7 Guard Rail Installation; Squeegeeperson; Stabilizing

8

9 Batchperson (Stationary Plant); Temporary Heaters & Blower
 0 Tender; Top Person (Sewer, Water or Gas Trench); Traffic
 1 Controller (Traffic Barriers) & Transit/Level

2

3 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or
 4 Remote Control); Concrete Drilling; Concrete Mixer Operator;
 5 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than
 6 8' Below starting level of manual work; Formsetter; Joint
 7 Sawyer, Mortar; Pipe Fuser/Technician; Pneumatic Tools,
 8 Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote
 9 Control Demo Machine & Related Accessories
 0 (Electric/Hydraulic); Stone Tender/Mason Tender; & Torchperson
 1 - Gas, Electric, Thermal or Similar Device

2

3 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam
 4 Work

5

6 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than
 7 8' Below starting level or manual Work); Cement Gun Operator

8 (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle
9 Operator (Guniting, Sandblasting, Cement)

0
1 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;
2 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &
3 Underpinning

4
5 GROUP 6 - Blasting Person (Dynamite or substitute Products); &
6 Tunnel Miner Under Pressure

7
8 GROUP 7 - Flagperson

9 -----
0

1 LABO9900Q 05/01/1998

2 Rates Fringes
3 LABORERS (Heavy, Sewer & Water Lines):

4
5 CLAY (City Limits of Moorhead) & POLK (City Limits of East Grand
6 Forks) COUNTIES:

7
8 GROUP 1 13.26 4.29
9 GROUP 2 13.46 4.29
0 GROUP 3 13.61 4.29
1 GROUP 4 13.71 4.29
2 GROUP 5 13.96 4.29
3 GROUP 6 15.26 4.29
4 GROUP 7 11.26 4.24

5
6 LABORER CLASSIFICATIONS

7
8 GROUP 1 - Construction; Bituminous Batchperson (Stationary
9 Plant); Bituminous Worker - Shoveler, Raker, Floater, Squeegee,
0 Utility; Blaster Tender; Brick Tender; Carpenter Tender; Cement
1 Coverperson Batch Truck; Cement Handler - Bulk, Bag; Concrete
2 Batchperson; Concrete Handler, Caisson, Footings, Columns,
3 Piling, Slabs, etc.; Concrete Longitudinal Float Operator
4 (Manual Bullfloat on Paving); Concrete Shoveler, Tamper &

5
6 Puddler (Paving); Conduit Layer; Curb Setter; Damp Proofer
7 Below Grade; Demolition of an entire Structural System,
8 Excluding Remodeling; Drill Runner Tender; Dump Operator (Dirt,
9 Paver, Dumping Batch Truck, etc.); Fabric Installer; Grade
0 Checker; Hydrant & Valve Setter; Hydro Blast or Waterblaster;
1 Joint Filler (Concrete Pavement); Kettleperson (Bituminous or
2 Lead); Labor Wrecking Demolition; Mortar Mixer; Pipe Handler;
3 Pipelayer (\$1.00 Premium); Power Buggy Operator; Pump Operator
4 (Less than 6"); Reinforced Steel Laborer; Reinforced Steel
5 Setter (Paving); Retaining Wall Installation; Sand Cushion
6 Bedmaker; Service Connection Maker (Water, Gas); Signalperson;
7 Slip Lining of Utility Lines; Soil Stabilizer; Sound Barrier &
8 Guard Rail Installation; Squeegeeperson; Stabilizing
9 Batchperson (Stationary Plant); Temporary Heaters & Blower
0 Tender; Top Person (Sewer, Water or Gas Trench); Traffic
1 Controller (Traffic Barriers) & Transit/Level

2
3 GROUP 2 - Chain Saw; Compaction Equipment (Hand Operated or
4 Remote Control); Concrete Drilling; Concrete Mixer Operator;

5 Concrete Sawyer; Concrete Vibrator; Ditch & Other Work more than
6 8' Below starting level of manual work; Formsetter; Joint
7 Sawyer, Mortar; Pipe Fuser/Technician; Pipe Rehab Technician,
8 including Cleaning, Cutting, Cameraing, etc.; Pneumatic Tools,
9 Jackhammer, Paving Buster, Chipping Hammer, etc.; Remote
0 Control Demo Machine & Related Accessories (Electric/
1 Hydraulic); Stone Tender/Mason Tender; & Torchperson - Gas,
2 Electric, Thermal or Similar Device
3

4 GROUP 3 - Brick or Block Paving Setter; Caisson Work; Cofferdam
5 Work
6

7 GROUP 4 - Bottomperson (Sewer, Water or Gas Trench - More than
8 8' Below starting level or manual Work); Cement Gun Operator
9 (1 1/2" or Over); Driller - Air Track or Similar; & Nozzle
0 Operator (Gunite, Sandblasting, Cement)
1

2 GROUP 5 - Asbestos & Hazardous Waste Tech; Tunnel Laborer;
3 Tunnel Miner; Tunnel Miner Tender; Underground Laborer; &
4 Underpinning
5

6 GROUP 6 - Blasting Person (Dynamite or substitute Products); &
7 Tunnel Miner Under Pressure
8

9 GROUP 7 - Flagperson
0

1 -----

2 PAIN0061F 05/01/2000

3 Rates Fringes
4 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES:
5

6 PAINTERS:

7 GROUP 1	23.50	8.28
8 GROUP 2	17.63	8.28
9 GROUP 3	24.25	8.28

0 PAINTER CLASSIFICATIONS
1

2 GROUP 1 - Brush; Drywall Finisher; & Paperhanger
3

4 GROUP 2 - Drywall Sander
5

6 GROUP 3 - Sandblaster; Spray; Swing Stage; Boatswain Chair;
7 Window Jack; Safety Belt; Erected Structural Steel; Bridges;
8 & Application of Epoxy Materials & Materials containing over
9 50% Creosote
0

1 -----

2 PAIN0106I 05/01/2001

3 Rates Fringes
4 ST LOUIS COUNTY
5

6 GLAZIERS	20.11	7.24+a
------------	-------	--------

7 FOOTNOTE:
8

9 a. 1 to 4 years' service - 1 week's paid vacation; 5 to 11
0 years' service - 2 weeks' paid vacation; 11 years' service
1 or more - 3 weeks' paid vacation
1 -----

2
3 PAIN0106J 05/01/2001
4 Rates Fringes
5 ST. LOUIS COUNTY:
6
7 PAINTERS:
8 REPAINT:
9 Brush & Roller 21.23 7.73
0 Paperhanger, Spray, Steel,
1 and Taper 21.83 7.73
2 New:
3 Brush; Roller 22.73 7.73
4 Paperhanger, Spray, Steel,
5 and Taper 23.33 7.73
6 -----
7
8 PAIN0386I 05/01/2000
9 Rates Fringes
0 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & East
1 of a line drawn between the town of Santiago in Sherburne County
2 and the town of Clearwater in Wright County) & WRIGHT COUNTIES:
3
4 PAINTERS:
5 Brush; Roller; & Wallpaper Hanger 24.31 7.72
6 Spray; Steel; Sandblaster; Swing
7 Stage & Epoxy 25.06 7.72
8 -----
9
0 PAIN0386J 05/01/2000
1 Rates Fringes
2 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (South & east
3 of a line drawn between the town of Santiago, Sherburne County
4 and the town of Clearwater, Wright County) & WRIGHT COUNTIES:
5
6 PAINTERS:
7 Drywall Taper/Finisher 23.97 7.85
8
9 Sander 17.98 7.85
0 -----
1
2 PAIN0681E 05/01/2001
3 Rates Fringes
4 HOUSTON & OLMSTED COUNTIES:
5
6 CORPORATE CITY LIMITS OF ROCHESTER, OLMSTED COUNTY:
7
8 PAINTERS:
9 Brush & Roller 22.13 6.07
0 Paperhanger & Steel 22.38 6.07
1 Sandblasting & Spray 22.63 6.07
2 Stageman & Beltman 23.13 6.07
3
4 REMAINING AREA:
5
6 \$600,000 & over in volume including Electrical & Mechanical:
7
8 PAINTERS:

9	Brush & Roller	22.13	6.07
0	Paperhanger & Steel	22.38	6.07
1	Sandblasting & Spray	22.63	6.07
2	Stageman & Beltman	23.13	6.07

3

4 Under \$600,000 in volume including Electrical & Mechanical:

5

6 PAINTERS:

7	Brush & Roller	18.81	6.07
8	Paperhanger & Steel	19.02	6.07
9	Sandblasting & Spray	19.24	6.07
0	Stageman & Beltman	19.66	6.07

1

2 APPLICATION OF EPOXY, CREOSOTE OR ALL OTHER HIGHLY TOXIC

3 MATERIALS - \$.25 PREMIUM

4 -----

5

6 PAIN0681H 05/01/2001

7

Rates

Fringes

8 HOUSTON & OLMSTED COUNTIES:

9

0	DRYWALL FINISHERS	21.74	6.07
---	-------------------	-------	------

1	DRYWALL SANDERS	16.31	6.07
---	-----------------	-------	------

2 -----

3

4 PAIN0880A 05/01/1999

5

Rates

Fringes

6 SIGN PAINTERS

21.12

2.08+a+b

7

8 FOOTNOTES:

9 a. 8 Paid Holidays: New Year's Day; Memorial Day;
 0 Independence Day; Labor Day; Thanksgiving Day; the Day After
 1 Thanksgiving; the last working Day Before Christmas; &
 2 Christmas Day

3

4 b. Vacation Pay: 3 yrs' service - 2 wks' paid vacation; 6 yrs'
 5 service - 3 wks' paid vacation; 15 yrs' service - 4 wks' paid
 6 vacation
 7

8 -----

9

0 PAIN0884F 06/01/2001

1

Rates

Fringes

2 PAINTERS:

3

4 BENTON, SHERBURNE (Western one-half, North & West of a line drawn
 5 between the city of Santiago in Sherburne County & the city of
 6 Clearwater in Wright County) & STEARNS COUNTIES:

7

8 Projects Under \$8,000.00:

9	GROUP 1	15.21	6.57
---	---------	-------	------

0	GROUP 2	15.21	6.57
---	---------	-------	------

1	GROUP 3	15.81	6.57
---	---------	-------	------

2

3 All Other Work:

4	GROUP 1	19.01	6.57
---	---------	-------	------

5	GROUP 2	19.01	6.57
---	---------	-------	------

6 GROUP 3 19.76 6.57

7

8 CLAY & POLK COUNTIES:

9

0 Projects Under \$8,000.00:

1 GROUP 1 14.41 1.87

2 GROUP 2 14.41 5.85

3 GROUP 3 15.16 1.87

4

5 All Other Work:

6 GROUP 1 18.01 1.87

7 GROUP 2 18.01 5.85

8 GROUP 3 18.76 1.87

9

0 PAINTER CLASSIFICATIONS

1

2 GROUP 1: Brush & Roller

3

4 GROUP 2: Drywall Taper & Finisher

5

6 GROUP 3: Spray; Two Component Paints; Epoxies; Sandblasting &
7 Rigging; Bridge Painting; Work done on Swing Scaffolding,
8 Safety Harness, Boatswain's Chair, Coverings & Erection of
9 Scaffolding for same, Work on Erected Structural Steel, Storage
0 Bins, Tanks, Abrasive Blasting; Steeple Jack Work which applies
1 to Smokestacks, Elevated Tanks & Erected Towers over 35 ft. &
2 Flag Poles; & Structural Supports

3 -----

4

5 PAIN1324E 06/01/1999

6

7 ANOKA, BENTON, CARVER, CHISAGO, CLAY, DAKOTA, HENNEPIN, HOUSTON,
8 ISANTI, OLMSTED, POLK, RAMSEY, SCOTT, SHERBURNE, STEARNS,
9 WASHINGTON & WRIGHT COUNTIES:

0

1 GLAZIERS 24.31 7.89

2

3 -----

4

5 PLAS0265D 06/01/2000

6

7 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,
8 SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

9

0 PLASTERERS 24.88 8.35

1 -----

2

3 PLAS6330I 05/01/2000

4

5 ST. LOUIS COUNTY (South of T 55N):

6

7 CEMENT MASONS (Treatment Plants) 21.34 8.15

8 -----

9

0 PLAS6330J 05/01/2000

1

2 HOUSTON & OLMSTED COUNTIES:

3			
4	CEMENT MASONS (Treatment Plants):	23.29	4.37
5	-----		
6			
7	PLAS6330K 05/01/2000		
8		Rates	Fringes
9	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,		
0	SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
1			
2	CEMENT MASONS (Treatment Plants)	24.99	7.96
3	-----		
4			
5	PLAS6330L 05/01/2000		
6		Rates	Fringes
7	ST. LOUIS COUNTY (North of T 55N):		
8			
9	CEMENT MASONS (Treatment Plants)	18.20	9.00
0	-----		
1			
2	PLAS6330M 05/01/2000		
3		Rates	Fringes
4	ST. LOUIS COUNTY:		
5			
6	PLASTERERS	19.62	8.70
7	-----		
8			
9	PLAS6330N 06/01/2000		
0		Rates	Fringes
1	HOUSTON & OLMSTED COUNTIES:		
2			
3	PLASTERERS	25.25	2.40
4	-----		
5			
6	PLAS6330O 05/01/2000		
7		Rates	Fringes
8	ST. LOUIS COUNTY (South of T 55N):		
9			
0	CEMENT MASONS (Heavy, Sewer & Water		
1	Lines)	20.33	10.70
2	-----		
3			
4	PLAS6330P 05/01/2000		
5		Rates	Fringes
6	ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,		
7	SHERBURNE, WASHINGTON & WRIGHT COUNTIES:		
8			
9	CEMENT MASONS (Heavy, Sewer & Water		
0	Lines)	23.79	7.96
1	-----		
2			
3	PLAS6330Q 05/01/2000		
4		Rates	Fringes
5	ST. LOUIS COUNTY (North of T 55N):		
6			
7	CEMENT MASONS (Heavy, Sewer & Water		
8	Lines)	18.20	9.00
9	-----		

0			
1	PLAS6330R 05/01/2000		
2		Rates	Fringes
3	HOUSTON & OLMSTED COUNTIES:		
4			
5	CEMENT MASONS (Heavy, Sewer & Water		
6	Lines)	22.69	4.75
7	-----		
8			
9	PLAS6330U 07/01/1999		
0		Rates	Fringes
1	POLK COUNTY:		
2			
3	CEMENT MASONS (Treatment Plants)	18.35	5.80
4	-----		
5			
6	PLAS6330W 05/01/2000		
7		Rates	Fringes
8	BENTON, CLAY & POLK COUNTIES:		
9			
0	PLASTERERS	17.75	4.65
1	-----		
2			
3	PLUM0006E 08/01/2001		
4		Rates	Fringes
5	HOUSTON COUNTY:		
6			
7	PIPEFITTERS; PLUMBERS; & STEAMFITTERS:		
8	Mechanical Contracts Up to		
9	\$75,000.00	22.93	8.35
0	All Other Mechanical Contracts	28.66	8.35
1			
2	OLMSTED COUNTY:		
3			
4	PIPEFITTERS; PLUMBERS; &		
5			
6	STEAMFITTERS	22.93	8.35
7	-----		
8			
9	PLUM0011H 05/01/2001		
0		Rates	Fringes
1	ST. LOUIS COUNTY (South of an east-west line drawn through		
2	Cotton)		
3			
4	PLUMBERS, PIPEFITTERS,		
5	and STEAMFITTERS	26.35	9.15
6	-----		
7			
8	PLUM0015E 05/01/2001		
9		Rates	Fringes
0	ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line		
1	running northeasterly from the point of Wright County that lies		
2	furthest north to that point of Mille Lacs County that is south		
3	by west) & WRIGHT COUNTIES:		
4			
5	PLUMBERS	27.70	9.17+a
6			

7 FOOTNOTE:

8 a. Paid Holiday: Labor Day

9 -----

0

1 PLUM0015F 05/01/2001

2 Rates Fringes

3 BENTON & STEARNS COUNTIES

4

5 PLUMBERS 25.80 9.71+a

6

7 FOOTNOTE:

8 a. Paid Holiday: Labor Day

9 -----

0

1 PLUM0034E 05/01/2001

2 Rates Fringes

3 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES

4

5 PLUMBERS 28.90 9.68+a

6

7 FOOTNOTE:

8 a. 1 Paid Holiday: Labor Day

9 -----

0

1 PLUM0126E 11/01/2000

2 Rates Fringes

3 CLAY & POLK COUNTIES:

4

5 PLUMBERS & STEAMFITTERS:

6 Mechanical Projects, excluding

7 Sheet Metal, Fire Protection &

8 Pipe Insulation of Up to

9 \$2,000,000 24.12 7.78

0

1 Mechanical Projects, excluding

2

3 Sheet Metal, Fire Protection &

4 Pipe Insulation of \$2,000,000

5 & above 26.52 7.78

6 -----

7

8 PLUM0417B 06/01/2001

9 Rates Fringes

0 ANOKA, DAKOTA, HENNEPIN, RAMSEY, SCOTT & WASHINGTON COUNTIES:

1

2 SPRINKLER FITTERS 29.42 11.17+a

3

4 FOOTNOTE:

5 a. 6 Paid Holidays: Memorial Day; July 4th; Friday before

6 Labor Day; Labor Day; Columbus Day; & Thanksgiving Day

7 -----

8

9 PLUM0455F 05/01/2001

0 Rates Fringes

1 CHISAGO, DAKOTA, RAMSEY & WASHINGTON COUNTIES

2

3 PIPEFITTERS & STEAMFITTERS 29.10 10.10

4 -----
5
6 PLUM0539G 05/01/2001
7 Rates Fringes
8 ANOKA, CARVER, HENNEPIN, ISANTI, SCOTT, SHERBURNE (East of a line
9 running North-Easterly from the point of Wright Co.that lies
0 furthest North to that point of Mille Lacs that is South by West)
1 & WRIGHT COUNTIES:
2
3 PIPEFITTERS 29.77 9.51
4 -----
5
6 PLUM0539L 05/01/2001
7 Rates Fringes
8 BENTON, SHERBURNE (West of a line running North-Easterly from
9 point of Wright Co. lies furthest North to point of Mille Lacs
0 that is South by West) & STEARNS COUNTIES:
1
2 PIPEFITTERS 23.72 11.83
3 -----
4
5 PLUM0589E 06/01/2001
6 Rates Fringes
7 ST. LOUIS COUNTY (North of an East-West line drawn through
8 Cotton)
9
0 PIPEFITTERS; PLUMBERS; &
1 STEAMFITTERS 23.62 11.42
2 -----
3
4 ROOF0096U 06/01/1998
5 Rates Fringes
6 ROOFERS:
7 HOUSTON COUNTY 16.01 3.92
8 OLMSTED COUNTY 17.34 3.92
9
0 -----
1
2 ROOF0096V 07/01/2000
3 Rates Fringes
4 ST. LOUIS COUNTY (South of Hwy 16, excluding city of Forbes):
5
6 ROOFERS 22.20 7.15
7 -----
8
9 ROOF0096W 05/01/2000
0 Rates Fringes
1 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI (South of State
2 Highway #95, including Cambridge), RAMSEY, SCOTT, WASHINGTON &
3 WRIGHT (South of County Road #39) COUNTIES:
4
5 ROOFERS 24.94 7.63+a
6
7 FOOTNOTE:
8 a. 1 Paid Holiday: Labor Day
9 -----
0

1	ROOF0096X	06/01/2000		
2			Rates	Fringes
3	BENTON, ISANTI (North of State Highway #95, excluding Cambridge),			
4	SHERBURNE, STEARNS & WRIGHT (North of Wright County Road #39,			
5	from South Haven to Monticello, including both towns) COUNTIES:			
6				
7	ROOFERS		21.50	5.45
8	-----			
9				
0	ROOF0096Y	05/01/2000		
1			Rates	Fringes
2	ST. LOUIS COUNTY (Northern two-thirds):			
3				
4	ROOFERS		18.20	5.20
5	-----			
6				
7	ROOF0214B	04/01/1998		
8			Rates	Fringes
9	CLAY & POLK COUNTIES:			
0				
1	ROOFERS		10.83	
2	-----			
3				
4	SFMN0669D	01/01/2002		
5			Rates	Fringes
6	BENTON, CARVER, CHISAGO, CLAY, HOUSTON, ISANTI, OLMSTED, POLK,			
7	SHERBURNE, ST. LOUIS, STEARNS & WRIGHT COUNTIES:			
8				
9	SPRINKLER FITTERS		26.36	8.05
0	-----			
1				
2	SHEE0010U	05/01/2001		
3			Rates	Fringes
4	BENTON, SHERBURNE & STEARNS COUNTIES			
5				
6	SHEET METAL WORKERS		24.91	9.79
7	-----			
8				
9	SHEE0010V	06/01/2001		
0			Rates	Fringes
1	CLAY COUNTY			
2				
3	SHEET METAL WORKERS		18.94	6.39
4	-----			
5				
6	SHEE0010W	05/01/2000		
7			Rates	Fringes
8	ST. LOUIS COUNTY (Southern one-third):			
9				
0	SHEET METAL WORKERS		24.28	9.88
1	-----			
2				
3	SHEE0010X	05/01/2001		
4			Rates	Fringes
5	ST. LOUIS COUNTY (Northern two-thirds)			
6				
7	SHEET METAL WORKERS		24.83	9.57

```

8 -----
9
0 SHEE0010Y 05/01/2001
1
2 Rates Fringes
3 ANOKA, CARVER, CHISAGO, DAKOTA, HENNEPIN, ISANTI, RAMSEY, SCOTT,
4 WASHINGTON & WRIGHT COUNTIES
5 SHEET METAL WORKERS 28.26 10.68+a
6
7 FOOTNOTE:
8 a. Paid Holiday: Labor Day
9 -----
0
1 SHEE0010Z 05/01/2001
2
3 Rates Fringes
4 OLMSTED COUNTY
5 SHEET METAL WORKERS 25.11 8.72
6 -----
7
8 SHEE1000A 05/01/1999
9
10 Rates Fringes
11 HOUSTON COUNTY:
12 SHEET METAL WORKERS:
13 Sheet Metal Installations of
14 $50,000.00 & Under 17.53 6.49
15 All Other Work 19.69 6.49
16 -----
17
18 SHEE1000E 06/01/2001
19
20 Rates Fringes
21 CLAY COUNTY
22 SHEET METAL WORKERS 19.79 6.05
23 -----
24
25 TEAM0132F 05/01/2000
26
27 Rates Fringes
28 CHISAGO (Northern half) & ISANTI COUNTIES:
29 TRUCK DRIVERS (Treatment Plants) 23.08
30 -----
31
32 TEAM0160I 05/01/2000
33
34 Rates Fringes
35 TRUCK DRIVERS (Heavy, Sewer & Water Lines):
36 ANOKA, CARVER, CHISAGO (S. of T. 34-N), DAKOTA, HENNEPIN, RAMSEY,
37 ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:
38
39 GROUP 1 19.80 5.70
40 GROUP 2 19.25 5.70
41 GROUP 3 19.15 5.70
42 GROUP 4 18.90 5.70
43
44 BENTON, CHISAGO (N. of T. 34-N), CLAY, ISANTI, POLK & STEARNS

```

5 COUNTIES:

6			
7	GROUP 1	16.32	5.70
8	GROUP 2	15.81	5.70
9	GROUP 3	15.66	5.70
0	GROUP 4	15.66	5.70

1

2 HOUSTON & OLMSTED COUNTIES:

3			
4	GROUP 1	18.00	5.70
5	GROUP 2	17.45	5.70
6	GROUP 3	17.35	5.70
7	GROUP 4	17.15	5.70

8

9 TRUCK DRIVER CLASSIFICATIONS

0

1 GROUP 1 - Boom; Mechanic; Off-Road, including Articulated Dump
2 Truck; Tractor Trailer; Truck Driver (Operation of Hand & Power
3 Operated Winch); & Winches

4

5 GROUP 2 - Tri Axles (Including Four Axles)

6

7 GROUP 3 - Bituminous Distributor; Bituminous Distributor (One
8 man operation); Tandem Axles; & Single Axles

9

0 GROUP 4 - Bituminous Distributor Spray Operator (Rear End
1 Oiler); Dumpman; Pilot Car; Self-propelled Packer; Slurry
2 Operator; Tank Truck Tender (Gas, Oil, Road Oil & Water);
3 Tractor Operator (Wheel type used for any purpose)

4

5 THE FOLLOWING CLASSIFICATIONS SHALL COME UNDER THE APPROPRIATE
6 AXLE RATE WAGE GROUP:

7 "A" Frame; Dry Batch Hauler; Ready-Mix Concrete; Slurry;

8

9 Tank (Gas, Oil, Road Oil & Water)

0

1 -----

2 TEAM0221D 05/30/1998

3

	Rates	Fringes
4 LANDSCAPE - SOD, TREES, SHRUBS & BLACK DIRT:		
5 Single Axles & Farm Tractors	12.15	4.00
6 Tandem Axles	12.30	4.00
7 Truck-Train Combination	12.45	4.00

8

9 -----

0

1 TEAM0346D 05/01/1998

2

3 ANOKA, CARVER, CHISAGO (Southern half), DAKOTA, HENNEPIN, RAMSEY,
4 ST. LOUIS, SCOTT, SHERBURNE, WASHINGTON & WRIGHT COUNTIES:

5

6 TRUCK DRIVERS (Treatment Plants):

7	GROUP 1 - Boom Truck Operator	19.55	4.50
8	GROUP 2 - Ready-Mix; Tractor-Trailer	19.00	4.50
9	GROUP 3 - Mechanic; Fork Lift		
0	Operator; & Tandem or 3 Axles	18.90	4.50
1	GROUP 4 - Farm Tractor; Single or		
	2 Axles; & Dumps	18.65	4.50

2 -----

3

4 TEAM0405C 05/01/1999

5 Rates Fringes

6 HOUSTON COUNTY

7

8 TRUCK DRIVERS (Treatment Plants) 15.49

9

0 OLMSTED COUNTY

1

2 TRUCK DRIVERS (Treatment Plants) 16.94

3 -----

4

5 TEAM0563C 05/01/1999

6 Rates Fringes

7 BENTON, CLAY (Except City limits of Moorhead) & STEARNS COUNTIES:

8

9 TRUCK DRIVERS (Treatment Plants):

0 Total Construction Projects of

1 Over \$950,000.00 15.59

2 Total Construction Projects

3 Under \$950,000.00 13.84

4 -----

5

6 TEAM0580C 04/19/1999

7 Rates Fringes

8 CLAY (Moorhead) & POLK (East Grand Forks) COUNTIES:

9

0 TRUCK DRIVERS (Treatment Plants) 14.05

1 -----

2

3 TEAM1097B 05/01/1999

4 Rates Fringes

5 POLK COUNTY (Excluding the city limits of East Grand Forks):

6

7 TRUCK DRIVERS (Treatment Plants):

8 Under \$760,000.00, including

9 Mechanical & Electrical 11.86

0

1 \$760,000.00 & Over, including

2 Mechanical & Electrical 13.95

3 -----

4

5 WELDERS - Receive rate prescribed for craft performing operation

6 to which welding is incidental.

7 =====

8

9 Unlisted classifications needed for work not included within

0 the scope of the classifications listed may be added after

1 award only as provided in the labor standards contract clauses

2 (29 CFR 5.5(a)(1)(v)).

3 -----

4 In the listing above, the "SU" designation means that rates

5 listed under that identifier do not reflect collectively

6 bargained wage and fringe benefit rates. Other designations

7 indicate unions whose rates have been determined to be

8 prevailing.

9
0 WAGE DETERMINATION APPEALS PROCESS
1
2 1.) Has there been an initial decision in the matter? This can
3 be:
4
5 * an existing published wage determination
6 * a survey underlying a wage determination
7 * a Wage and Hour Division letter setting forth a
8 position on a wage determination matter
9 * a conformance (additional classification and rate)
0 ruling
1
2 On survey related matters, initial contact, including requests
3 for summaries of surveys, should be with the Wage and Hour
4 Regional Office for the area in which the survey was conducted
5 because those Regional Offices have responsibility for the
6 Davis-Bacon survey program. If the response from this initial
7 contact is not satisfactory, then the process described in 2.)
8 and 3.) should be followed.
9
0 With regard to any other matter not yet ripe for the formal
1 process described here, initial contact should be with the Branch
2 of Construction Wage Determinations. Write to:
3
4 Branch of Construction Wage Determinations
5 Wage and Hour Division
6 U. S. Department of Labor
7 200 Constitution Avenue, N. W.
8 Washington, D. C. 20210
9
0 2.) If the answer to the question in 1.) is yes, then an
1 interested party (those affected by the action) can request
2 review and reconsideration from the Wage and Hour Administrator
3 (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:
4
5 Wage and Hour Administrator
6 U.S. Department of Labor
7 200 Constitution Avenue, N. W.
8 Washington, D. C. 20210
9
0 The request should be accompanied by a full statement of the
1 interested party's position and by any information (wage payment
2 data, project description, area practice material, etc.) that the
3 requestor considers relevant to the issue.
4
5 3.) If the decision of the Administrator is not favorable, an
6 interested party may appeal directly to the Administrative Review
7 Board (formerly the Wage Appeals Board). Write to:
8
9 Administrative Review Board
0 U. S. Department of Labor
1 200 Constitution Avenue, N. W.
2 Washington, D. C. 20210
3
4 4.) All decisions by the Administrative Review Board are final.
5
6 END OF GENERAL DECISION

SECTION 02720 SCOPE OF WORK

DEMOLITION

PART 1 GENERAL

1.1 SCOPE OF WORK

1.1.1 SCOPE

The work shall be as specified herein and shall include all project management, administration, supervision, labor, materials, tools, equipment, personal protective equipment, safety monitoring system, consumables, temporary facilities (including power) as required.

1.1.2 DEMOLITION SITES

Each site to be demolished is listed and described in the attachment "SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS" at the end of this section.

1.1.2.1 Hazardous Material Tests

Tests have been performed on all properties and hazardous materials have been removed.

1.1.3 NO WARRANTIES OF THE CONDITION OF THE SITE, STRUCTURES OR CONTENTS

The Government DOES NOT warrant the condition or contents of the sites or structures. The Government makes no guaranty that the site, structures or materials to be removed from the site will be in their present condition (or their condition as of the date of any inspection by the quoters). These sites are NOT secured. All sites and structures are exposed to the elements and may be subject to vandalism or damage by weather or other acts of nature. No adjustment in contract price will be made for structures or property that are lost, damaged or destroyed.

Since the Government makes no warranties regarding the condition of the sites, structures, or materials, quoters are advised to prepare their quotes on the assumption that no salvageable materials will be recovered. Quoters basing their quotes on recovering significant salvage value do so at their own risk.

Since the structures are exposed to the elements, the Contractor shall be responsible for any dewatering or other site preparation necessary to perform the work. No adjustment in contract price will be made for flooded basements, wet ground conditions or other weather related costs.

The Government assumes no responsibility for the actual condition of buildings or other site features at the demolition sites.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

ENGINEERING MANUALS (EM)

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 698 (1991) Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 KN-m/m³)

ASTM D 1556 (1996) Density and Unit Weight of Soil in Place by the Sand-Cone Method

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted:

SD-01 Preconstruction Submittals

Work Plan; G,CO

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including method of identifying sites, procedures and methods to provide necessary supports, lateral bracing and shoring when required, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. Include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1. EM 385-1-1 can be found at <http://www.hnd.usace.army.mil/techinfo/index.htm>, select Engineer Manuals.

Permits;

The Contractor shall be responsible for securing all permits, licenses, certifications and like required for compliance with the standards and regulations bearing upon performance of the work. Copies of permits shall be submitted.

1.4 PAYROLL

The Contractor is required to comply with the provisions of the Davis-Bacon Act. Wage rates for this contract are attached. The Contractor shall submit certified payroll reports on a weekly basis.

1.5 AVAILABILITY OF GROUNDS

The work limits shall be the established property lines of the property to be demolished, beginning at the street. The Contractor shall not enter upon private property without first obtaining permission from the owner. Any additional rights-of-way or grounds desired by the Contractor shall be obtained by the Contractor at its own expense, and copies of agreements for the use of such rights-of-way shall be furnished to the Contracting Officer before entering thereon. Such agreements shall clearly relieve the Government of any responsibility for damages resulting from the use of the grounds.

1.6 CONTRACTOR'S TEMPORARY FACILITIES

1.6.1 Administrative Field Offices

The Contractor may provide and maintain administrative field office facilities within the construction area at the designated site(s). Government office and warehouse facilities will not be available to the Contractor's personnel.

1.6.2 Staging Area

The boundary limits of the grounds made available for the Contractor's use are the property limits for the work sites designated for removal. The Contractor may use a work site only during the designated period of work at that work site except as noted below. Trailers, supplies, or equipment shall not be placed or stored outside the work limits. Upon completion of the work at a work site, the Contractor shall remove all trailers, supplies, and equipment from the work site. If requested by the Contractor to the Contracting Officer, the Contracting Officer will designate a work site, where work is not in progress, that the Contractor may use to store trailers, supplies, and equipment in accordance with any restrictions designated by the Contracting Officer.

1.7 GOVERNMENT'S REPRESENTATIVE

The Government's representative for this contract is:
Virginia Regorrah
U.S. Army Corps of Engineers
Western Area Office
201 North 3rd Street
Suite 101
Grand Forks, North Dakota 58203

1.8 MEASUREMENT AND PAYMENT

Work of this contract will not be measured for payment. All costs associated with furnishing all labor, equipment, materials, and all costs for permits, disposal, and any other costs will be paid for on a lump sum (LS) basis for each site specified in the pricing schedule. All costs therefore shall be included in the pricing for the CLIN.

In the event that the Contractors price for a given CLIN is positive (calls for payment by the Government to the Contractor), payments to the Contractor for the work required by that CLIN will be governed by the clause entitled 52.237-4 -- Payment by Government to Contractor (Apr 1984).

In the event that the Contractors price for a given CLIN is negative (calls for payment by the contractor to the Government), payments to the Government for the property acquired under that CLIN will be governed by the clause entitled 52.237-5 -- Payment by Contractor to Government (Apr 1984).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 PROTECTION OF PERSONNEL

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

3.2 PROPERTY IDENTIFICATION

The Contractor shall locate and verify each property address prior to the start of demolition. Before beginning any demolition work, the Contractor shall inspect the site to determine the extent and limits of the work. The Contractor shall take necessary precautions to avoid damage to adjoining property, and existing items to remain in place. Any damaged items shall be repaired or replaced as approved by the Contracting Officer. Damages resulting from demolition of properties, that are not specifically identified herein, shall be the responsibility of the Contractor.

3.3 TEMPORARY PROJECT SAFETY FENCING

The work sites with existing safety hazards at the time of contract award will be fenced by others with temporary fencing. Upon commencement of work at a site, the Contractor shall maintain temporary project safety fencing at the work site where there is a safety hazard and the Contractor is not present at the site. A safety hazard includes an abrupt change in grade such as at an open basement, a steep slope to the bottom of an open excavation, a building at a partial stage of demolition, or any other similar safety hazards. Upon completion and acceptance of the work, all fencing, including all existing temporary fencing, shall become the property of the Contractor and shall be removed from the work site.

3.4 EXISTING UTILITIES

3.4.1 General

The Contractor shall coordinate all utility work with the local utility companies.

3.4.2 Buried Utilities

Prior to commencing excavation, the Contractor shall accurately locate all buried utilities. In the event the Contractor damages any existing active

utility lines, report thereof shall be made immediately to the Contracting Officer and such repairs shall be performed immediately, at no additional cost to the Government.

3.4.3 Minnesota One Call Excavation Notice System

For contract work performed within the State of Minnesota, the Contractor shall meet the requirements of Minnesota Statutes, Chapter 216D "One Call Excavation Notice System." The Gopher State One Call notification center telephone numbers are:

Hotline	(651) 454-0002
Outstate	(800) 252-1166

3.5 DEMOLITION

In the interest of occupational safety and health, the work shall be performed in accordance with **EM 385-1-1**, Section 23, Demolition, and other applicable Sections. The Contractor shall demolish, remove and dispose of the main structure(s), garage, shed and other outbuildings including their contents. Demolition shall include complete removal of basement walls, basement slabs, on grade slabs, walkways, driveways, aprons, patios, decks, fences, and other items within the work limits. Varying types of concrete reinforcement, basement depths, concrete thickness and similar items should be expected. The Government will not consider a request for change for such variations. The Contractor shall remove all items of property on the work site including but not limited to vehicles, campers, boats, trailers, etc. The Contractor shall clear and grub trees which interfere with site safety or are designated to be removed. The work includes removal of rubbish and debris, removal of utilities (water and sewer) and site restoration. In the interest of conservation, salvage shall be pursued to the maximum practical extent.

3.5.1 Pavements and Walks

Driveway pavement and sidewalks shall be removed to the back side of the curb, or to the edge of street pavement where there is no curb, or as indicated in the SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS attached at the end of this section. Where pavement removal is to the edge of street, prior to removing driveway pavement, the Contractor shall saw cut to provide a well defined edge at the street. Where sidewalk removal is to be stopped at a location other than a construction joint, the Contractor shall saw cut to provide a well defined edge. The saw cuts shall be deep enough to cut at least three quarters through the pavement or concrete thickness.

3.6 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

3.7 USE OF EXPLOSIVES

Use of explosives will not be permitted.

3.8 DUST CONTROL

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

3.9 TESTING

The Contractor shall be responsible for all tests that are required by law or permit such as air quality and noise level.

3.10 EXCEPTIONS

None. There are no items specifically identified to be left in place.

3.11 UTILITIES

Existing utilities shall be removed or abandoned as specified in the SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS attached. The location of each abandoned corporation stop and sewer plug shall be documented by the Contractor. This documentation shall be provided to the Contracting Officer upon completion of the work at each site. The documentation shall include a sketch with notes and dimension accurately tying the abandoned corporation stops and sewer plugs to at least 2 reference points such as hydrants, power poles, sign posts or other features.

3.11.1 Gas, electric, phone, cable.

Capping/removal will be by others prior to award of this contract. The Contractor shall be responsible for verifying that these services have been capped and/or disconnected prior to commencing work at each site.

3.11.2 Sewer

The Contractor shall be responsible for disconnecting and plugging sewer service at the location given in the SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS at the end of this section. Sewer lines shall be excavated and removed from the structure to the point of disconnection. Remaining pipes shall be plugged with portland cement concrete or by a method approved by the Contracting Officer. Concrete plug shall fill pipe for a length that is at least one and one half times the diameter. Plugs shall be inspected by the Contracting Officer prior to backfill.

3.11.3 Water

During demolition the Contractor shall not pull on a service line in a manner that will break or damage the line. Leaks caused by Contractor operations shall be reported to the Contracting Officer immediately. Such leaks shall be repaired as directed at no additional cost to the Government.

3.11.3.1 Service Main

The Contractor shall expose the main, turn off the corporation stop, disconnect the service line at the corporation stop and pull out the curb box or cut off 3 feet below grade.

3.11.4 Pavement and Sidewalk Restoration

Where portions of streets must be removed to shut off water service the Contractor shall saw cut to provide a smooth edge, compact subgrade as specified and patch pavement with a cold asphalt mix at least 8 inches thick. The final patch shall be flush with existing pavement. All curb and gutter shall be replaced in kind.

3.12 DISPOSITION OF MATERIAL

Title to material and equipment to be demolished is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed. Material salvaged for the Contractor shall be stored, as approved by the Contracting Officer, and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site. Disposal of material that cannot be salvaged shall be the responsibility of the Contractor.

3.13 DISPOSAL OF CLEARING AND GRUBBING DEBRIS

Debris or waste shall not be left on the site. Disposal of clearing and grubbing debris shall be by one of the following methods:

3.13.1 Disposal offsite for useful purposes

In the interest of conservation, it is required that the Contractor make a reasonable effort to dispose of the material offsite for some useful purpose. Timber may be cut into convenient lengths and utilized for making saw logs, posts, cordwood, wood chips for paper making or other uses, or other similar use.

3.13.2 Disposal in a locally operated sanitary landfill

Contractor shall select the disposal site with the approval of the Contracting Officer. The Contractor shall secure the required permits for disposal and provide copies of the permit to the Contracting Officer.

3.13.3 Disposal of Solid Construction Debris and Waste

Disposal of Solid Construction Debris and Waste, including all debris from the demolition work, shall consist of removal from Government property and disposal in compliance with Federal, state, and local requirements for solid waste disposal. Contractor shall select the disposal site with the approval of the Contracting Officer.

3.14 CLEANUP

Rubbish and debris shall be removed daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in manner that minimizes risk to the public. Debris and rubbish shall be removed from basement and similar excavations. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

3.15 RESTORATION OF STORAGE AREAS

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as directed by the Contracting Officer.

3.16 FILLING

The Contractor shall provide fill for all below grade areas and voids both existing and those resulting from demolition and debris removal. Placement of fill shall commence immediately after the demolition and removal activities are complete and shall proceed diligently until fill is brought up to grade. Fill shall be clay. Fill shall be placed in layers that do not exceed 12 inches thick, compacted to a density not less than 95% of the Standard Proctor value and fine graded to blend with the terrain and to drain. Fill operations shall allow for placing topsoil as specified.

3.16.1 Degree of Compaction

Degree of compaction required is expressed as a percentage of the maximum density obtained by the test procedure presented in [ASTM D 698](#). The maximum density is the "Standard Proctor" value.

3.16.2 Testing

All testing expenses shall be the Contractor's responsibility. Tests shall be by a firm that provides testing service and that routinely does tests of this nature. Results shall be submitted to the Contracting Officer prior to payment.

a. Moisture-Density Relations ([ASTM D 698](#))

One test for each material variation, not less than 3 tests total.

b. In-Place Densities ([ASTM D 1556](#))

(1) For basement fill, not less than 1 test for each 2 vertical feet of fill

(2) For fill under streets not less than one test for each 2 vertical feet of fill.

3.17 ESTABLISHMENT OF TURF

The Contractor shall be responsible for establishing a stand of turf at all sites. A stand of turf is defined as a stand of grass that is at least two inches tall with at least 100 grass plants per square foot, and reasonably free of weeds, bald areas and visual imperfections as assessed by the Contracting Officer.

3.17.1 Topsoil

The Contractor shall place a minimum of 6 inches (loose) topsoil on areas of removal or backfill or areas that have been damaged by the construction activity. Topsoil shall be free of debris, lumps of clay, stones, excess vegetation, sticks, and other objectionable material.

3.17.2 Seed

The Contractor shall seed all areas where topsoil has been placed and all locations where construction activities have damaged existing seeded areas.

3.17.2.1 Seeding Time

Seed shall be installed from 15 April to 15 June for spring establishment or from 15 September to 15 October for fall establishment."

Spring

15 April-15 June

Fall

15 Sep-15 Oct

3.17.2.2 Seed Mix

Seed mix shall be:

For sunny areas

Kentucky Bluegrass	60%	-	65%
Fescue (dweeping and/or chewings)	40%	-	35%

or for shade

Kentucky Bluegrass	30%	-	35%
Fescue (dweeping and/or chewings)	65%	-	70%

3.17.3 Application

Roto-till to a depth of three inches pulverizing all large lumps, remove stones, sticks and rubbish greater than 1 1/2 inch, rake to finished grade and contour, broadcast seed, compact with roller, mulch and water as required.

3.17.4 Maintenance

The Contractor shall be responsible for maintenance of seeded areas until a stand of turf has been established.

3.18 PROTECTION OF TREES

Trees within the project site shall be left in place and shall be protected from damage, unless the tree(s) interfere with site safety or are designated to be removed. The following measures shall be implemented for tree protection:

- a. The trees shall be protected from wounds to the bark and foliage.
- b. The critical root zone shall be protected from compaction and grading.
- c. Changes in temporary site drainage and ponding shall be minimized to the extent possible that it effects the protected trees.

The critical root zone of trees designated to be protected shall be surrounded by a high visibility fence 4 feet in height, supplied and erected by the Contractor. The critical root zone shall be defined by an area extending 1.5 feet radius from each tree for each inch of Diameter at Breast Height (DBH). The fence shall be securely erected and installed prior to any movement through the project site by construction vehicles or equipment, and remain in place until construction and clean-up are completed. The critical root zone shall remain free of all construction activities including trenching, staging, stockpiling and storage of materials. Vehicles and equipment shall not drive or park within the critical root zone. Variation to the critical root zone size or configuration will only be permitted where it is absolutely necessary for construction of the project, and requires approval of the Contracting Officer. Short duration alterations of the critical root zone involving wood chips and limited equipment travel shall be submitted in writing for approval.

The Contractor shall not operate equipment in vegetated areas outside the work limits.

3.18.1 Restoration of Damaged Trees

Any existing tree designated to be protected that is damaged by the Contractor's operations shall be replaced. Trees will be considered damaged if the critical root zone in cohesive soils is compacted, if there are significant wounds that could contribute to rot, or if distress (evident by reduced growth or other observations of distress documented by a forester) is observed prior to closing the contract. Trees shall be replaced in kind on a caliper inch per caliper inch basis (DBH) (i.e. one 6-inch red oak shall be replaced with two 3-inch red oaks, three 2-inch red oaks, or six 1-inch red oaks). Replacement trees shall be planted and guaranteed with the Contractor's standard warranty. Replacement tree size and location will be determined and staked by the Contracting Officer. Repair by pruning, aeration, soil conditioning, or other recommendation from a qualified forester will be considered as substitution for replacement by the Contracting Officer.

3.19 MISCELLANEOUS

3.19.1 Snow Removal

Snow removal shall be the responsibility of the Contractor.

3.19.2 Fuel Tanks

If, during construction, buried fuel tanks are discovered the Contractor shall remove the tanks and dispose of them. Soil abatement, if needed, will be by others. Removal of buried fuel tanks will be considered a differing site condition for which additional payment is due.

End of Section -

SUPPLEMENTAL INSTRUCTIONS/SPECIFICATIONS

Work ITEM	DESCRIPTION	ADDRESS	STREET	STRUCTURE	DIMENSION	BASEMENT	UTILITIES	NOTES
1	EAGLES CLUB	101	2nd AVE SE	RETAIL BLDG	120'x140'	CONCRETE	Plug sewer at main; Disconnect water at main; remove or cut off curb box 3 feet below grade.	Remove parking lots, sidewalks, and driveways

For each property, the Contractor must verify with the City that the property is available for demolition prior to the commencement of work.

SECTION E INSPECTION AND ACCEPTANCE

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

SECTION G CONTRACT ADMINISTRATION DATA

52.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

52.236-4006 SAFETY AND HEALTH REQUIREMENTS MANUAL INTERIM CHANGES, EM 385-1-1 (APR 2001)

This paragraph applies to contracts and purchase orders that require the contractor to comply with EM 385-1-1 (e.g., contracts that include the Accident Prevention clause at FAR 52.236-13 and/or other safety provisions). EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health). The Contractor shall be responsible for complying with the current edition and all changes posted on the web as of the effective date of this solicitation.

SECTION I CONTRACT CLAUSES

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor will be given notice to proceed upon City completion of an environmental inspection and asbestos abatement (if required). The Government expects the environmental release from the City by 1 June 2002.

The Contractor shall be required to (a) commence work under this contract within 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 35 days after receipt of the notice to proceed. * The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2002)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (May 2001).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).
 - (ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).
 - (v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).
 - (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).
 - (vii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2001) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
 - (viii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).
 - (x) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--
 - (A) Is set aside for small business concerns; or
 - (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
 - (xi) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
 - (xii) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (2) Listed below are additional clauses that may apply:
- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
 - (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).
 - (iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).
 - (iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).
- (c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their

representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all

payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the

ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.225-9 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS (FEB 2002)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:
None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;
- (ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
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Item 1

Foreign construction material....

Domestic construction material....

Item 2

Foreign construction material....

Domestic construction material... ..

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

(a) The Contractor shall submit one of the following payment protections:

Payment Bond

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required within five days of contract award.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections

2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
 - (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
 - (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
 - (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
 - (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.236-2 *DIFFERING SITE CONDITIONS (APR 1984)*

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 *SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)*

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the

Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
 - (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

52.237-4 PAYMENT BY GOVERNMENT TO CONTRACTOR (APR 1984)

- (a) In partial consideration of the performance of the work called for in the Schedule, the Government will pay to the Contractor **the line item (CLIN) amount identified in the pricing schedule.**
- (b) The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer. Except as provided in paragraph (c) below, in making progress payments the Contracting Officer shall retain 10 percent of the estimated payment until final completion and acceptance of the contract work. However, if the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting

Officer may authorize such payment in full, without retaining a percentage. Also, on completion and acceptance of each unit or division for which the price is stated separately, the Contracting Officer may authorize full payment for that unit or division without retaining a percentage.

(c) When the work is substantially completed, the Contracting Officer shall retain an amount considered adequate for the protection of the Government and, at the Contracting Officer's discretion, may release all or a portion of any excess amount.

(d) In further consideration of performance, the Contractor shall receive title to all property to be dismantled or demolished that is not specifically designated as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished after award, upon the Government's issuance of a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition to the granting of this permission, the Contractor agrees to waive any right, title, claim, or interest in and to the property.

(e) Upon completion and acceptance of all work and receipt of a properly executed voucher, the Government shall make final payment of the amount due the Contractor under this contract. If requested, the Contractor shall release all claims against the Government arising under this contract, other than any claims the Contractor specifically excepts, in stated amounts, from operation of this release.

52.237-5 PAYMENT BY CONTRACTOR TO GOVERNMENT (APR 1984)

(a) The Contractor shall receive title to all property to be dismantled, demolished, or removed under this contract and not specifically designated in the Schedule as being retained by the Government. The title shall vest in the Contractor immediately upon the Government's issuing the notice of award, or if a performance bond is to be furnished, upon the Government's issuing a notice to proceed with the work. The Government shall not be responsible for the condition of, or any loss or damage to, the property.

(b) The Contractor shall promptly remove from the site all property acquired by the Contractor. The Government shall not permit storage of property on the site beyond the completion date. If the Contractor does not wish to remove from the site any of the property acquired, the Contracting Officer may, upon written request, grant the Contractor permission to leave the property on the premises. As a condition of the granting of the permission, the Contractor agrees to waive any right, title, claim, or interest in and to the property.

(c) The Contractor shall perform the work called for under this contract and within 30 days of receipt of notice of award, unless otherwise provided in the Schedule and before proceeding with the work, shall pay the amount shown in the pricing schedule for that CLIN. Checks shall be made payable to the office designated in the contract and shall be forwarded to the Contracting Officer.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that

performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

(a) The Contracting Officer may, in writing, order changes in the drawings and specifications within the general scope of the contract.

(b) The Contractor shall promptly notify the Contracting Officer, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work.

(c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Contracting Officer shall make an equitable adjustment (see paragraph (d)) upon submittal of a "proposal for adjustment" (hereafter referred to as proposal) by the Contractor before final payment under the contract.

(d) The Contracting Officer shall not make an equitable adjustment under paragraph (b) unless--

(1) The Contractor has submitted and the Contracting Officer has received the required written notice; or

(2) The Contracting Officer waives the requirement for the written notice.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause.

52.245-6 LIABILITY FOR GOVERNMENT PROPERTY (DEMOLITION SERVICES CONTRACTS) (APR 1984)

Except for reasonable wear and tear incident to removal and delivery to the Government, the Contractor assumes the risk of and shall be responsible for any loss or destruction of, or damage to, items of property, title to which--

(a) Remains in the Government and that are to be delivered to the Government by the Contractor in performing the work; and

(b) Is vested in the Contractor but that under the Termination clauses of this contract is revested in the Government upon notice of termination.

52.246-13 INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)

(a) Unless otherwise designated by the specifications, all workmanship performed under the contract is subject to Government inspection at all times and places where dismantling or demolition work is being performed. The Contractor shall furnish promptly, and at no increase in contract price all reasonable facilities, labor, and materials necessary for safe and convenient inspection by the Government. The Government shall perform inspections in a manner that will not unduly delay the work.

(b) The Contractor is responsible for damage to property caused by defective workmanship. The Contractor shall promptly segregate and remove from the premises any unsatisfactory facilities, materials, and equipment used in contract performance, and promptly replace them with satisfactory items. If the Contractor fails to proceed at once in a workmanlike manner with performance of the work or with the correction of defective workmanship, the Government may (1) by contract or otherwise, replace the facilities, materials, and equipment or correct the workmanship and charge the cost to the Contractor and (2) terminate for default the Contractor's right to proceed. The Contractor and any surety shall be liable, to the extent specified in the contract for any damage or cost of repair or replacement.

52.249-3 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (SEP 1996)

(a) The Government may terminate performance of work under this contract, in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. Upon receipt of the notice, if title to property is vested in the Contractor under this contract, it shall revert in the Government regardless of any other clause of this contract, except for property that the Contractor disposed of by bona fide sale or removed from the site.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the

Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of settlement costs, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be amended and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract, if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under section 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the amount of the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Preservation and protection of property under subparagraph (b)(8) of this clause.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (e) or (l) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (e), (g), or (l) of this clause, the Government shall pay the Contractor (1) the amount determined by the Contracting Officer, if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against cost incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any **FAR** (48 CFR **1**) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

52.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

- (a) Definitions.

As used in this clause--

- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
- (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
- (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
- (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

52.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

52.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in

FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **234990** (insert NAICS code).

(2) The small business size standard is **\$28.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

SECTION M EVALUATION FACTORS FOR AWARD

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the

Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)